Registered No. M.—1175.

The Mysore Gazette.

Vol. 68] PUBLISHED BY AUTHORITY. [No. 4

BANGALORE, THURSDAY, JANUARY 26, 1933.

PART VI.

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

BANGALORE DISTRICT.

Tender Notification, dated 17th January 1933.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Bangalore District, Bangalore (Sankey's Lodge, Malleswaram), up to 4 P.M., on 8th February 1933 for the purchase of the exclusive right of collecting Maradi seeds and Nuxvomica of the District on all Government unoccupied Lands, Amrit Mahal Kavals, State Forests, Reserved Lands and Plantations for two years ending 30th June 1934.

(1) Each tender must be accompanied by an earnest money deposit of Rs. 200 in currency notes and solvency certificate obtained from the Amildar of the Taluk in which the tenderer resides without which the tender will be rejected. Cover containing the tender should be sealed, addressed to the District Forest Officer, Bangalore District, Bangalore, duly registered, insured and superscribed "Tender for the Purchase of Maradi and Nuxvomica." The tenders will be opened by the District Forest Officer on 8th February 1933, at 4 P.M. in the presence of such of the tenderers as may be present.

Remarks.—(i) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands, which are in the occupancy of private individuals as well as Village "Amarayi" which is sold separately by the Amildar and the Range Officer.

N.B.—(1) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

1. Bangalore District—Maradi seeds and Nuxvomica.

1. Defaulters on account of previous leases will not be permitted to offer their tender.

2. The tenderer shall deliver his solvency certificate to the officer receiving the tender and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful tenderer will be returned immediately after the final acceptance of any tender.

3. The exclusive right of collecting and removing the produce above described will be disposed of to the highest tenderer subject to the final acceptance of the tender and confirmation of the Chief Conservator of Forests who at his discretion may accept or reject the highest or any other tender, without assigning any reason therefor.

4. The successful tenderer shall immediately after the receipt of communication of the acceptance of the tender credit into the Government Treasury, one-quarter of the total tender amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

5. If the tender is not accepted and confirmed by the authority concerned, all moneys paid will be refunded to the party.

6. Within fifteen days of the intimation of the confirmation of the tender the successful tenderer shall execute at agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

7. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

First khist on or before 1st March 1933.
Second do 1st July 1933.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

8. Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspectors, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the Taluk before the 30th June 1934, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Maradi and Nuxvomica will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars,

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the Village Amanayi as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Maradi and Nuxvomica, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not, the lease will be cancelled and resold at the risk of the original purchaser who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

P. KRISHNASWAMI RAO,
District Forest Officer.

KOLAR DISTRICT.

SALE OF TIMBER.

Notification dated 16th January 1933.

It is hereby notified for general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following Depots by the District Forest Officer, Kolar District, or any other officer deputed by him on the dates noted against each depot :—

Sl. No.	Name of Depot	Date of sale	Kind of Timber	Quantity in c.ft.	Remarks
1	Thippenahalli ...	15th February 1933	Junglewood poles ...	218 c.ft.	more or less
2	Sabbanahalli ...	16th do	Do ...	250 „	Do

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon provided, that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Chief Conservator of Forests in Mysore, if the amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amounts. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of the confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the (15th May 1933). The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the date fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after 15th May 1933. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 9 per cent per annum from the date of their falling due up to the date of payment.

S. VENKATAVARADIENGAR,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated 31st December 1932.

The attention of the public is invited to the detailed Notification of sale of timber at the following depots, published on pages 26 and 27 Part VI of the *Mysore Gazette*, dated 12th January 1933.

Name of Depot	Date of Sale	Quantity	Remarks
1 Begur ...	23rd January 1933 ...	2,000	
2 Antharsanthe	25th do	5,000	More are less.
3 Mysore Woodyard ..	30th do ..	12,000	

Abstract Notification dated 3rd January 1933.

The attention of the public is invited to the detailed Notification of Sale of Lops and Tops of Timber in the Hunsur Range, published on pages 62 and 63, Part VI of the *Mysore Gazette*, dated 19th January 1933.

C. A. JABBAR,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 15th January 1933.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Hassan District, up to 2 P.M. on 10th February 1933 for the purchase of *Galnut* (Alale) collected departmentally in the Arsikere Range Forests during the current year. Delivery will be at the Godowns, Range Quarters, Arsikere, close to Railway Station (M. & S. M. Railways).

Quantity exposed for sale:—About 6,000 maunds of 1st Class fruits and about 2,000 maunds of 2nd Class fruits. The quantity will be either more or less.

N.B.—One maund = 28 lbs.

Conditions of Sale.

1. Each tender should be accompanied with two hundred rupees in Currency Notes as earnest money.
2. Covers containing the tenders should be addressed to the District Forest Officer, Hassan District, Hassan, and should be duly registered, insured and superscribed "Tender for the purchase of Alale."
3. The name and address of the tenderer must be clearly and fully given.
4. Tenders will be opened by the District Forest Officer in the District Forest Office, Hassan, at 2 P.M. on 10th February 1933 in the presence of such of the tenderers as may be present.
5. The acceptance or rejection of any tender will rest with the Conservator of Forests, Shimoga.
6. The delivery of the produce to the successful tenderer will commence within a week after the confirmation of the sale is communicated to him.
7. The earnest money of the unsuccessful tenderer will be returned to him at his own cost by means of Cheques.
8. The successful tenderer should within eight days from the date of intimation of confirmation of his tender pay up into such Mysore Government Treasury the full sale amount, as the District Forest Officer may direct, including the earnest money already paid with the tender. In default, the acceptance of the tender will be cancelled, the earnest money forfeited and the produce resold at the risk of the defaulting tenderer who will be liable to make good any loss that may result to Government thereby, but will have no claim to any surplus accruing therefrom. Such loss shall be recoverable as arrears of Land Revenue.
9. Rates per maund should be quoted for first and second class fruits separately.
10. The quantity fully paid for should be removed from the Godowns within ten days of delivery.
11. If the produce is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.
12. As regards weight, etc., no complaints will be entertained after the produce is removed by the purchaser out of the Godowns.
13. The purchaser should obtain free pass from the Forest Range Officer, Arsikere, for the transport of the produce either by Rail or by Road.

Notification dated 20th January 1933.

The Thangadi contractors of Arsikere and Channarayapatna Taluks for the years 1931-33, having failed to pay up the Khist amounts due by them on 1st October 1932 and 1st January 1933 and the contractor of Belur Taluk having failed to pay up the Khist amount due on 1st January 1933, it is hereby notified that the right of collecting and removing the produce from the said Taluks will be resold at the risk of the original contractors by the Deputy Commissioner, Hassan District, or by one of his Assistants deputed by him assisted by the District Forest Officer, Hassan District at the District Forest Office, Hassan, on the 10th February 1933, at 2 P.M.

Other conditions of resale will be read out at the time of auction.

Tender Notification dated 20th January 1933.

It is notified for the information of the public that sealed tenders will be received at the Office of the District Forest Officer, Hassan District, Hassan, up to 2 P.M., on 10th February 1933, for the construction of compound wall around the Sandal Koty at Hassan. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of May 1933.

2. Each tender must be accompanied by a deposit of Rs. 200 in cash or Government Promissory Notes as earnest money and be superscribed "Tender for constructing compound wall around the Sandal Koty Hassan" in default of which, tenders will be rejected.

3. The plans, detailed estimate and conditions may be seen at the District Forest Office, Hassan, between the hours of 11 A.M. and 5 P.M. on any Office day.

4. The tenders should be accompanied by a statement in the form given below showing the rates at which the different items specified will be executed.

5. The final acceptance of any tender will rest with the Conservator of Forests, Shimoga, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond, in default of which his tender will be considered cancelled, and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the Notice Board in the District Forest Office in due course. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. Rates once tendered will not be enhanced on any account.

10. Rates should be quoted for each item of work and no lumpsum quotation will be accepted.

11. The necessary tools, etc., required for the execution of the work should be purchased by the contractor at his own cost.

12. The contracted work should be started within a week from the date of Notification of acceptance.

Abstract estimate of constructing compound wall around the Sandal Koty, Hassan.

No.	Items of works	Quantity	Per	Rates in figures	Rates in words
				Rs.	Rs.
1	Cutting and removing the aloe hedge and levelling the ground.	1,050	R.yds.		
2	Earthwork excavation and foundation ...	267	C.yds.		
3	Burnt brick in clay	15,896	C.ft.		
4	Coping over the compound wall 9" including chunam plastering.	3,151	R.ft.		
5	Chunam plastering the wall on both sides.	19,265	Sqr.		
6	Cornice over the Gate Pillars ...	Lump	sum		
7	Repairing and refixing the present gates...	Lump	sum		

A. V. KESHAVIENGAR,
District Forest Officer.

SHIMOGA DIVISION.

Abstract Notification, dated 5th January 1933.

The attention of the public is invited to the timber sale notification in the several depots of the Sagar Sub-Division, published on pages 43 and 44, Part VI of the *Mysore Gazette*, dated 12th January 1933.

Abstract Notification, dated 9th January 1933.

The attention of the public is invited to the Notification calling for tenders for the supply of rations to the Elephants of this Division, published on page 44, Part VI of the *Mysore Gazette*, dated 12th January 1933.

MOHAMED PIR,
District Forest Officer.

KADUR FOREST DIVISION.

Abstract Notification, dated 13th January 1933.

The attention of the public is invited to the detailed Notification regarding the sale of timber in Kadur Depot, published on pages 64 and 65, Part VI of the *Mysore Gazette*, dated 19th January 1933.

Resale Notification dated 20th January 1933.

It is hereby notified for general information, that the exclusive right of collecting Tangadi and Kakke barks on all Government unoccupied lands and State Forests from the date of confirmation of the sale to 30th June 1933 in the Taluks and Hoblies noted below, will be sold by public auction by the Deputy Commissioner, Kadur District or by the Assistant Commissioner deputed by him assisted by the District Forest Officer, Kadur Division, or other officer deputed by the latter at the risk of the original purchasers as they have failed to pay up the Khist amount and cesses thereon due on 1st January 1933 and adhere to the terms of the lease.

Name of unit	Place of sale	Date of sale
1. Kanchikalbidre, Hirenallur and Yegati Hoblies in Kadur Taluk. 2. Chikmagalur and Koppa Taluks and Kadur, Sakrepatna and Birur Hoblies of Kadur Taluk.	District Forest Office, Chikmagalur.	20th February 1933

For conditions of sale and other particulars, *vide* the Chief Conservator's Notification No. E. 375-1346-28, dated the 25th April 1929, published on pages 358 to 360, Part VI of the *Mysore Gazette*, dated 2nd May 1929.

K. REVANNA,
District Forest Officer.

CHITALDRUG DISTRICT.

Resale Notification dated 18th January 1933.

It is hereby notified for general information that the exclusive right of collecting Tangadi and Kakke barks on all Government, unoccupied lands and State Forests from the date of confirmation of sale to 30th June 1933, in the undermentioned units of the Chitaldrug District will be resold by public auction, by the Deputy Commissioner, Chitaldrug District, or by the Assistant Commissioner deputed by him assisted by the District Forest Officer, Chitaldrug District at the risk of the original purchasers, as they have failed to pay up the one-eighth sale and cess amounts due on 1st July 1932; 1st October 1932 and 1st January 1933 in respect of Mathodu and Devasamudra Hoblies and those due on 1st July 1932 in

the case of other units, arrears of interest being also due against the units marked with an asterisk as per terms of the Tangadi lease of 1931-33.

Sl. No.	Name of Taluk	Place of sale	Time and Date of sale
I	Chitaldrug Taluk.—	District Forest Office, Chitaldrug.	2 P.M., on 15th February 1933.
	*1. Chitaldrug Hobli		
	*2. Guntanur do		
	*3. Turuvanur do		
	4. Bharmasagara do		
II	Challakere Taluk.—		
	*1. Parasuramapura Hobli ...		
	*2. Nayakanhatti do ...		
	*3. Talak do ...		
	*4. Challakere do ...		
III	Jagalur Taluk.—		
	Whole of Jagalur Taluk		
IV	Hiriyur Taluk.—		
	*1. Hiriyur Hobli		
	*2. Javagondanahalli Hobli ..		
	*3. Dharmapura do ..		
	*4. Imangala do ..		
V	Holalkere Taluk.—		
	*Whole of Holalkere Taluk.. ...		
VI	Davangere Taluk,—		
	*Whole of Davangere Taluk ...		
VII	Hosdurga Taluk.—		
	1. Hosdurga Hobli		
	2. Mathodu do		
	*3. Srirampur do		
	*4. Madadakere do		
VIII	Harihar Sub-Taluk.—		
	*Whole Sub-Taluk		
IX	Molakalmuru Taluk.—		
	1. Molakalmuru Hobli		
	2. Devasamudra do		

The lease of the Bharmasagara Hobli has been cancelled on account of default and the matter is under correspondence for recovery of the dues by coersive measures.

B. N. IYENGAR,
District Forest Officer.

ENGINEERING DEPARTMENT.

BUREAU OF SANITARY ENGINEERING, BANGALORE.

Abstract Notification.

The attention of the public is invited to notification, dated 11th January 1933, published in pages 53 and 54, Part VI of the *Mysore Gazette*, dated 12th January 1933 calling for tenders for the work of "Laying Underground Submain Sewer No. 2 from the Central Jail Extension to the flood water main drain in Sultanpet *via* Balepet, Bangalore City."

The latest date for submitting the tender is 1st February 1933.

B. R. GARUDACHAR,
Executive Sanitary Engineer.

KOLAR DIVISION.

Abstract Notification, dated 4th January 1933.

The attention of the public is invited to the notification published in pages 31 and 32, Part VI of the *Mysore Gazette*, dated 12th January 1933, calling for tenders for the work of Restoring Champalli Sulekere, Registered No. 128—291 of Srinivasapur Taluk.

The last date fixed for the receipt of the tender is 6th February 1933, upto 2 P.M.